

# EXHIBIT A

421C30-274

BROWN Kasey

IN THE CIRCUIT COURT OF MCMINN COUNTY, TENNESSEE

KASEY and KIMBERLY BROWN,  
Plaintiffs,

v.

STATE FARM FIRE and CASUALTY  
COMPANY,  
Defendant.

Docket No.: 14-CV-201

JURY DEMANDED

FILED

MAY 30 2014 2:40 PM  
RHONDA J. COOLEY  
CLERK  
D.C.

COMPLAINT

Comes now the Plaintiffs, Kasey and Kimberly Brown, by and through counsel and say:

1. Kasey Brown and Kimberly Brown (the Browns) are married and, at the time of the cause of action asserted herein, resided at 164 County Road 270, Niota, Tennessee and are citizens and residents of McMinn County, Tennessee.

2. Defendant State Farm Fire and Casualty Company (hereinafter "State Farm") at all times relevant to this Complaint and upon information and belief, is an insurance carrier licensed to operate in and issue policies of insurance in the State of Tennessee, and which can be served through the Tennessee Commissioner of Insurance. State Farm's principle place of business is Three State Farm Plaza N-2, Bloomington, Illinois 61791. State Farm's registered agent for service of process is Commissioner of Insurance, State of Tennessee. State Farm provided a policy of liability insurance on the Brown's residence at 164 County Road 270, Niota, Tennessee, Policy No. 42-BQ-X754-4.

3. This is an action to recover damages for a property and contents loss resulting from a fire which occurred at 164 County Road 270, Niota, Tennessee. The contract of insurance at issue was issued to the Browns in McMinn County, Tennessee. Therefore, jurisdiction and venue are proper in this Court.

4. On June 2, 2012, a fire occurred and destroyed the structure and personal property at Plaintiffs' residence and insured property at 164 County Road 270, Niota, Tennessee. The home was a total loss along with all personal property located therein.

5. The Plaintiffs gave timely notice of the loss to State Farm in accordance with the policy. The Plaintiffs have cooperated with the Defendant and its agents regarding their investigation into this claim.

6. The Plaintiffs have fully complied with all provisions of the policy, but State Farm has wrongfully denied or failed to pay the fair value of the personal property and assets as set

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have been tendered thereafter for which the Plaintiffs have not received appropriate compensation and/or value for the property which was tendered for adjustment by the carrier.

7. Upon information and belief, State Farm accepted an application of insurance and bound coverage under policy number 42-BQ-X754-4 which was in full force and non-delinquent at the time of the loss. State Farm is liable to pay the losses under the policy as agreed upon and its failure to pay constitutes a breach of contract on it entitling the Plaintiffs to damages for the entire loss.

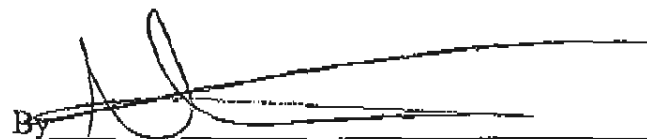
8. Defendant State Farm's failure and refusal to pay is not in good faith and such failure to pay has inflicted expense, loss and injury upon the Plaintiffs. Accordingly, the Plaintiffs are entitled to recover an amount equal to 25% of the liability for the loss pursuant to T.C.A. §56-7-105.

9. Defendant State Farm's inaccurate or misleading representations during the application process regarding coverage were a violation of the Tennessee Consumer Protection Act as codified at T.C.A. §47-8-101 et. seq. and Defendant's failure to timely pay the claim losses is a violation of T.C.A. §47-18-104(b)(7), (9), (12), (14) and (27). As a result, the Plaintiffs are entitled to treble damages and attorney's fees for the actions that are unfair, deceptive and prohibited by the Consumer Protection Act.

WHEREFORE, the Plaintiffs request fair and just compensation from the Defendant for their damages in an amount to be determined by an enlightened jury, not to exceed \$150,000.00 plus penalties, attorney fees, costs and disbursements. Plaintiffs reserve the right to amend this Complaint as may become appropriate through discovery. Plaintiffs further seek any other general relief which they may be entitled.

Plaintiff demands a Jury to try these issues when joined.

Respectfully submitted,  
LOGAN-THOMPSON, P.C.

By   
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